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3-1-1980

## Independent Grocers and Retail Clerks Union, AFL-CIO, Local 588 Memorandum (1980)

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## **Independent Grocers and Retail Clerks Union, AFL-CIO, Local 588 Memorandum (1980)**

### **Location**

Sacramento Co., CA; Yolo Co., CA; Placer Co., CA; El Dorado Co., CA; Amador Co., CA; Calaveras Co., CA; Tuolumne Co., CA; Stanislaus Co., CA

### **Effective Date**

3-1-1980

### **Expiration Date**

2-28-1983

### **Number of Workers**

1900

### **Employer**

Independent Grocers

### **Union**

Retail Clerks Union

### **Union Local**

588

### **NAICS**

44

### **Sector**

P

### **Item ID**

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### **Keywords**

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### **Comments**

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MEMORANDUM OF AGREEMENT

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x 2/80  
1,900.00  
SEP 30 1980 - Un.

RETAIL CLERKS UNION LOCAL 588 and the Employer, \_\_\_\_\_  
\_\_\_\_\_, agree that the following terms shall constitute a new three year agreement from March 1, 1980, to and including February 28, 1983. The provisions of the Independent Grocers Agreement which expired on February 29, 1980, and which was extended by mutual agreement of the parties, shall be the Collective Bargaining Agreement, except as amended and modified below:

1. Section VIII. WAGES

Shall be amended as provided for in Exhibit "A" attached hereto.

2. Section XIII. GROUP INSURANCE-HEALTH & WELFARE, DENTAL & SICK LEAVE

Shall be amended as provided for in Exhibit "B" attached hereto.

3. Section XIV. PENSIONS

Shall be amended as provided for in Exhibit "C" attached hereto.

4. Section XV. FIELD ADMINISTRATION TRUST FUNDS

Shall be amended to read:

The Unions have determined that they are no longer willing to provide administrative functions, as distinguished from the usual and normal Union services, at Union expense to persons covered by the terms of the various benefit plans provided for by the Collective Bargaining Agreement. It is agreed that the portions of these functions determined to be Trust Fund functions are properly chargeable to the Trust Funds under which said Plans are established and maintained.

All expenses of the sub-administrative offices shall be paid for by the respective funds according to the formula established by the parties pursuant to the 1974 Joint Study.

5. Section IX. CLASSIFICATION OF EMPLOYEES

F.1. shall be amended to read:

1. APPRENTICE RATIO: In each store where at least one (1) full time experienced food clerk is employed, there may be two (2) apprentices employed. In stores employing more than one (1) full time experienced clerk, the following formula applies.

No. of Apprentices	No. of Full Time Experienced Clerks
3	5
4	9
5	13
6	17
7	21
8	25
9	29

and so on for each additional four full time experienced clerks.

This ratio shall apply to all Sunday and Holiday work assignments.

The aforementioned ratio shall not apply for a period of ninety (90) days following the opening of a new store to the public.

If a store is out of ratio for any reason, the Employer shall have thirty (30) days to re-establish said ratio.

6. Section IX. CLASSIFICATION OF EMPLOYEES

F.2. shall be amended to read:

2. UPGRADE: When any store has exceeded the permissible ratio of apprentices for thirty (30) days, as hereinabove provided, and experienced clerks are not available, full time apprentices employed in the store will be promoted, on the next posted schedule immediately following the completion of the thirty (30) day period, to the clerks classification in sufficient numbers to re-establish said ratio. Such promotions shall be according to seniority where merit and ability are equal.

7. Section I. RECOGNITION AND CONTRACT

K. ENFORCEMENT: Add the following new sub-paragraph 4:

Following any known violation, if no subsequent violations are determined to have taken place for a period of six months, such prior violations shall be considered null and void.

8. Section XII. GENERAL PROVISIONS

Add a new section:

P. DUES CHECK OFF - Appropriate language to be drafted.

9. Section V. SENIORITY

D.2. JOB POSTING amend to read:

JOB POSTING: Job openings for positions above courtesy clerk/or general clerk (if the Employer implements the general clerk classification) excluding opening for managing clerks shall be posted in the Employer's store or stores within the geographical seniority area of the local union for a period of three (3) calendar days, and, subject to the provisions of the preceding paragraph, the senior employee bidding for the job shall be promoted.

(Retain second paragraph).

10. Section VI. HOURS, OVERTIME AND SUNDAY PREMIUM PAY

A. BASIC WORK DAY AND WEEK amend to read:

Forty (40) hours, consisting of five (5) days of eight (8) hours in a calendar week, Sunday through Saturday, shall constitute of a week's work as provided in this entire section. Employees other than those scheduled to work six (6) days in a week shall receive two (2) days off, not necessarily consecutive, in each calendar week; provided, however, that in stores which schedule five-hundred (500) or more hours per week, employees (excluding managing clerks) shall receive two (2) consecutive days off in each calendar week. The calculation of the five-hundred hours above shall not include the hours of the Managing Clerk, the Senior Head Produce Clerk, or addenda employees. A day's work shall consist of eight (8) hours within nine (9) consecutive hours with one

E9-10  
50  
F11-13  
400

(1) full uninterrupted hour off for a meal. Under special circumstances a one-half (1/2) hour lunch period may be arranged by agreement of the Employer, the Union and the employee involved. No employee shall be required or permitted to work a split shift.

(Retain second paragraph).

NOTE: This amendment shall not apply to Local 588's contract which shall retain existing language on consecutive days off.

11. Section VI. HOURS, OVERTIME AND SUNDAY  
PREMIUM PAY

Add a new Section G entitled, MONTHLY GUARANTEE,  
as follows:

Part time employees shall be guaranteed a minimum of sixty-four (64) hours' work per month.

12. Section VII. WORK SCHEDULE

G. SHORT HOUR PREMIUM amend to read:

A premium of ten (10) cents per hour will be paid to all employees, except courtesy clerks, utility clerks, utility/courtesy clerks and/or general clerks who are hired or scheduled to work less than forty (40) hours' work in any calendar week.

13. Section IV. DISCHARGES AND LAYOFFS

A. PROBATION amend to read:

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There shall be a probationary period of sixty (60) days for an inexperienced new employee and a thirty (30) day probationary period for a newly-hired journeyman as defined in Section IX. D. During the probationary period, a probationer may be discharged without right of appeal except if such discharge is in violation of Section III. D. and Section IV. A. of this Agreement. Upon written notice to the Union and to the probationary journeyman clerk at least five (5) days prior to the end of said employee's thirty (30) day probationary period, the Employer may extend said period an additional thirty (30) days.



14. Section V. SENIORITY

L.1. REQUEST FOR FULL TIME WORK amend to read:

Part time Journeyman Food Clerks may bid for full time, forty (40) hour job openings or part time job openings with more hours (excluding vacation relief, illness or other authorized leaves of absence) within the geographical seniority area of their local union, based upon said employee's seniority provided that he makes his desire for such work known, in writing, concurrently to the Union and to the store manager. Written requests may be made every six (6) months. Employees submitting their written request outside the specified period shall be placed at the bottom of the list until the next request period. The time periods for requests shall be the first two (2) working weeks in February and August. Lists are effective the first shift of the month following the request period.

15. Add a new SCHEDULE B - GENERAL CLERKS to the contract which will replace the existing Schedule B and which will read as follows:

On or before March 1, 1981, at the Employer's option, the classification of General Clerk may be instituted as a replacement for the classification of Courtesy Clerk on the following basis:

1. A General Clerk is hereby defined as an employee who may perform any bargaining unit work except the duties of Head Clerks, Senior Head Clerks, Managing Clerks and the operation of the checkstands.

2. In stores employing one (1) full time experienced clerk there may be employed two (2) General Clerks. In stores employing more than one experienced clerk, the following ratio applies:

No. of General Clerks	No. of Full Time Experienced Clerks
3	5
4	9
5	13
Maximum 5	

In addition to the above, there may be employed one (1) General Clerk for every two (2) checkstands in the store to a maximum of five (5).

NIGHT CREW RATIO:

No. of General Clerks	No. of Full Time Experienced Clerks
1	1
2	5
Maximum 2	

The above ratios shall apply to all Sunday and Holiday work assignments.

3. Any employees on layoff or reduced hours status must be returned to their prior positions and/or hours of work prior to the implementation of the General Clerk classification.

4. All Courtesy Clerks on the payroll of the Employer on the effective date of the implementation of the General Clerk Classification shall be re-classified and paid as General Clerks at the following wage rates:

1st 520 hours - 53% of Journeyman Food Clerk Rate

2nd 520 hours - 57% of Journeyman Food Clerk Rate

Thereafter - 60% of Journeyman Food Clerk Rate

These wage rates shall apply to all new hires in the General Clerk Classification. Wage increases in the second and third year of the contract shall be on the same percentages. The above percentages shall be applied as to the cost of living provisions of the contract.

5. The employment or continued employment of a General Clerk shall not cause the replacement of a full time or part time Journeyman Clerk, Apprentice Clerk or Utility Clerk, nor shall it cause a reduction in the hours of work of such employees.

6. It is recognized that utilization of the services presently being performed by "rack-jobbers" pursuant to the provisions of



Section I.B. 4 of the Collective Bargaining Agreement may be required during the term of this Agreement.

However, in consideration of the implementation of the Classification of General Clerks, good faith efforts will be made by the Employer to minimize the use of such "rack-jobbers."

7. In the event the Employer is found to have required or permitted General Clerks to perform duties in violation of this Agreement, the most senior General Clerk in the store shall be promoted within seven (7) calendar days to the Apprentice Clerk classification step which will not result in any reduction in wages, unless the Senior General Clerk is the employee involved in the violation, in which event the next most senior General Clerk shall receive the promotion.

1459  
1  
When a General Clerk willfully violates the provisions of this Agreement by performing restricted duties without the knowledge of the owner, manager, Senior Head Clerk or Head Clerk on duty, said employee shall be issued a written warning and in the event of a second violation by the same employee during the life of this Agreement, the Employer agrees, upon request from the Union, to discharge said employee within seven (7) days after receiving notice of such violation.

8. The Seniority Classification for General Clerks shall be the same as Section V.B. 4 Journeyman and Apprentice Clerks. It is understood that in the event of a reduction of hours or a layoff, General Clerks exercising their seniority rights shall only be able to bump the least senior General Clerk in the geographical seniority area of the local union.

It is further understood that if a layoff causes the employer to be out of compliance with the ratio provision of paragraph 2 of this Schedule B, then said ratio provisions shall prevail with respect to the layoff.

9. If identification badges are supplied by the Union, General Clerks shall wear them on their person at all times during working hours, and their failure to wear such a badge while working shall be considered a violation of these provisions. The Union will submit to

the Employer and employee involved a written warning and in the event of a second violation with the same Employer by the same employee, the Employer agrees to suspend said employee for six (6) calendar months following written notice from the Union to the employee and Employer involved.

10. The provision of Section IX.F. of the Agreement pertaining to a store being out of ratio and the provisions of Section IX.F. 2 of the Agreement shall be applicable to General Clerks.

11. It is understood that the modifications of Section VI.A. of the Agreement pertaining to consecutive days off will not be required to be implemented until such time as the Employer implements the General Clerk Classification. The Employer will give advance notice of the implementation of the General Clerk classification.

16. In all other respects variations in the Independent Grocers Agreement in Local 588 shall be retained.

Dated: \_\_\_\_\_, 1980.

By \_\_\_\_\_

Its \_\_\_\_\_

RETAIL CLERKS UNION LOCAL 588

WYNN C. PLANK, President

By \_\_\_\_\_

WAGE RATES - EFFECTIVE MARCH 2, 1980

<u>Classification</u>	<u>Hourly</u>	<u>Weekly</u>	<u>1-1/2</u>	<u>Sunday</u>	<u>Local 58: Sunday</u>
Managing Clerks	\$10.42	\$416.80	\$15.63	\$17.366	\$16.986
Senior Head Clerks & Senior Produce Clerks	9.879	395.16	14.8185	16.464	16.084
Head Clerks	9.765	390.60	14.6475	16.274	15.894
Journeyman Clerks (2,080 hours)	9.436	377.44	14.154	15.726	15.346
Apprentices (Before 2/1/74)					
4th 3 months (1560 hrs.) 90%	8.492	339.68	12.738	14.153	13.812
3rd 3 months (1040 hrs.) 80%	7.549	301.96	11.3235	12.581	12.277
2nd 3 months (520 hrs.) 70%	6.605	264.20	9.9075	11.008	10.743
1st 3 months 60%	5.662	226.48	8.493	9.436	9.208
Courtesy Clerks (Before 2/1/74) (57.1% of Journeyman Clerks)*	4.9735	198.94	7.46	8.289	7.909
Apprentices (After 2/1/74)					
4th 3 months (1560 hrs.) 85%	8.021	320.84	12.0315	13.368	13.045
3rd 3 months (1040 hrs.) 75%	7.077	283.08	10.6155	11.7945	11.510
2nd 3 months (520 hrs.) 65%	6.133	245.32	9.1995	10.221	9.975
1st 3 months 55%	5.19	207.60	7.785	8.65	8.441
Courtesy Clerks* (After 2/1/74) (53.85% of Journeyman Clerks)	4.759	190.36	7.1385	7.931	7.551

\* Percentages relate to the pro rata cost-of-living vis-a-vis Journeyman Food Clerks.

EFFECTIVE Sunday, March 1, 1981 - Contract Wage Rates to be calculated. <sup>414</sup>

EFFECTIVE Sunday, March 7, 1982 - Contract Wage Rates to be calculated.

PREMIUM EMPLOYEES: Premium wage employees shall receive the same hourly differential which they received over and above the previous contract rate.

CONTRACT WAGE INCREASES DUE THE FIRST SUNDAY IN MARCH 1981 AND THE FIRST SUNDAY IN MARCH 1982.

Unless otherwise provided for herein, all employees, except Apprentice Clerks, Addenda Employees and Courtesy Clerks, shall receive a wage increase of 59.25¢ per hour effective Sunday, March 1, 1981, and an additional wage increase of 57.58¢ per hour effective Sunday, March 7, 1982. The minimum wage scales hereinabove set forth shall be adjusted on each of said dates by adding thereto the aforesaid hourly increases plus any further increases, if any, resulting from the application of the cost of living provision of this Agreement as of said dates. Apprentice Clerks shall receive 60-70-80 or 90% of the Journeyman rates or 55-65-75 or 85% of the Journeyman rates as of said dates, depending upon their original employment dates and their experience. The wage rates for Courtesy Clerks shall provide an hourly increase of 30¢ on the first Sunday in March 1980; 25¢ on the first Sunday in March 1981; and 25¢ on the first Sunday in March 1982.

#### COST OF LIVING:

A cost-of-living provision will provide additional increases in wages, if applicable, for all employees covered by this Agreement and by any Addenda hereto in accordance with the formula set forth below:

<sup>HL5</sup>  
Provide that Apprentices, Courtesy Clerks, General Clerks, Utility Clerks, and Addenda employees shall receive any such increases on a percentage basis of the Journeyman Clerk's rate.

1. Using the August 1979 San Francisco Consumer Price Index (1967=100) as a base, adjust hourly rates of pay, effective Sunday, September 7, 1980, by one cent (1¢) for each full .45 point that the February 1980 index exceeds 3.0 points over the base index of August 1979. (218.6)
2. Adjust hourly rates of pay, effective Sunday, March 1, 1981, by one cent (1¢) for each full .45 point that the August 1980 index exceeds the last full .45 point increase in the September 7, 1980 adjustment.
3. Using the August 1980 San Francisco Consumer Price Index (1967=100) as a base, adjust hourly rates of pay, effective Sunday, September 6, 1981, by one cent (1¢) for each full .45 point that the February 1981 index exceeds 3.0

4. Adjust hourly rates of pay effective Sunday, March 7, 1981, by one cent (1¢) for each full .45 point that the August 1981 index exceeds the last full .45 point increase in the September 6, 1981 adjustment.
5. Using the August 1981 San Francisco Consumer Price Index (1967=100) as a base, adjust hourly rates of pay effective Sunday, September 5, 1982, by one cent (1¢) for each full .45 point that the February 1982 index exceeds 3.0 points over the base index of August 1981.

# UTILITY CLERKS

Effective March 2, 1980

		<u>Hour</u>	<u>Week</u>	<u>Sunday/ Overtime</u>
1st 520 Hours	70%	\$4.954	198.16	\$7.431
2nd 520 Hours	80%	5.662	226.48	8.493
3rd 520 Hours	90%	6.396	255.84	9.5535
Thereafter	75%*	7.077	283.08	10.6155

\*Percentage of Journeyman Clerk Classification.



# ADDENDA

Effective March 2, 1980

This classification includes employees working as Bakery Clerks, Appetite Shop/Service Delicatessen Clerks and office clerks.

		<u>Hourly</u>	<u>Weekly</u>	<u>Sunday/ Overtime</u>
1st 520 Hours	(70%)	\$4.128	\$165.12	\$6.192
2nd 520 Hours	(80%)	4.718	188.72	7.077
3rd 520 Hours	(90%)	5.308	212.32	7.962
Thereafter	(62.5%)	5.8975	235.90	8.846
Head Clerk (Optional)		6.2975	251.90	9.446

Existing Addenda Employees who receive premium rates shall continue to receive same.

Existing Addenda Employees shall continue to receive compensation at previous percentage of Journeyman Food Clerk Rate if said rates are higher than those provided for above.

- A. EMPLOYER ACCEPTANCE: The Employer agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated August 26, 1963, providing for the Valley Clerks Health & Welfare Fund as the same may be applicable to the Welfare Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.
- B. EMPLOYER CONTRIBUTIONS: The Employer shall contribute to the Trust provided for in A. hereof an amount per hour which is required to maintain in effect for employees and their dependents and pensioners the health and welfare benefits, including those hereinafter specifically provided for, a dental care program and a sick leave plan as established by the Trustees. Except as hereinafter specifically provided, the amount of contributions shall be determined by the Trustees, and such Trustee action shall be binding on the Employer.

Such contributions shall be made on all straight-time hours worked, including all hours compensated such as vacations and holidays, by all employees covered by the Collective Bargaining Agreement between the parties hereto. Such contributions shall be made on or before the 20th day of each month for hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) hours per week.

- C. The benefits as provided for in B. hereof, plus the improvements provided for herein, shall be maintained for the duration of this Agreement and the Trustees are authorized and instructed to maintain a cash operating reserve of approximately one (1) month's cost of operations. If this reserve drops below the required amount for three (3) consecutive months, the Trustees shall increase the Employer contribution rate in an amount sufficient to cover current operating costs and to rebuild the reserve to the required level in not less than twelve (12) months. If the reserve exceeds one and one-half (1-1/2) months cost of operation for three (3) consecutive months, the Trustees shall decrease the Employer contribution rate by an amount which will reduce the reserve to its minimum requirement over a period not to exceed twelve (12) calendar months.
- D. Employees who have retired or who may retire under the Northern California Retail Clerks Union and Food Employers Joint Pension Plan and their surviving spouses; may receive such health and welfare benefits as the Trustees of the Valley Clerks Trust Fund may determine.
- E. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Health and Welfare Plan, and inasmuch as beneficiaries under the Plan are entitled to benefits for the period of time that they may have worked while covered by the Plan even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Fund and to the Plan which would result from the

XIII. E. (continued)

failure of an individual Employer to pay such monthly contribution in full within the time provided; therefore, the amount of damage to the Fund and Health and Welfare Plan resulting from any such failure shall be presumed to be the sum of Twenty Dollars (\$20) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars (\$100) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions become delinquent, and shall be in addition to said delinquent contribution or contributions.

F. BENEFITS: The benefits in effect as of April 1, 1980, under the aforesaid Declaration of Trust and as supplemented as hereinafter provided in G. hereof shall become a part of this Agreement, and each Employer party hereto shall be obligated to maintain said benefits for all eligible employees and their dependents.

~~G.~~ - NEW BENEFITS: The benefit plan in effect on April 1, 1980 shall be modified for claims incurred on and after that date as follows:

1. Amend the Major Medical Plan provisions to provide that an \$18 unit value conversion factor (reduced by Basic RVS conversion factor) applied to the 1964 RVS shall be the maximum usual, reasonable and customary payment allowed for expenses incurred for medicine, surgery, assistant surgeon, anesthetist and x-ray and laboratory charges. The RVS unit value shall be \$20 effective March 1, 1981, and \$22 effective March 1, 1982.
2. Amend the eligibility rules to provide that all benefits shall terminate under the Plan at the end of the month in which the employee leaves the industry.
3. Amend the medical plan to provide that no benefits shall be payable unless medically necessary, unless specifically provided for by the Plan.
4. If after one (1) year's experience by the Bay Health Trusts mandatory second surgical opinion program, there is a meaningful savings to the Trust attributable to such program, the Valley Clerks Trustees shall, as soon as possible, implement a similar mandatory second opinion program.
5. Eliminate COB on employees, however, maintain the present dual coverage provision.
6. Increase dismemberment to \$15,000.00.
7. Provide that employees who have 9 to 36 months eligibility can go 3 months without making self-payments and still retain their eligibility status.
8. Provide eligibility through disability extensions up to a maximum of 3 months if employee becomes disabled while eligible as result of self-payments.
9. Charges made by persons or institutions as provided for in paragraphs \_\_\_\_\_ and \_\_\_\_\_ hereof, which charges result from reconstructive surgery following the surgical removal of all or part of a breast for medically necessary reasons.

- XIII. G. 10. It is understood that dental care as defined in Paragraph 7 of Section 15 of the Plan Document includes dental procedures and services which are necessary for the proper diagnosis and treatment of temporomandibular joint disease. TJD treatment plans will require prior authorization and the amount payable will be 80% of covered charges, up to a maximum of \$2,000 of covered charges. Covered charges will be usual, customary and reasonable charges as determined by the dental consultants of the Fund, taking into consideration the complexities of each such treatment plan as filed for consideration.
11. Surviving spouse health and welfare coverage ceases when the surviving spouse remarries or becomes covered by another plan.
12. The Sick Leave Claim Form shall be amended to provide that the Doctor's certification verifies that the beneficiary was seen by the physician.
13. Effective for confinement occurring on and after March 1, 1981, the employee will be reimbursed for expenses incurred in behalf of an eligible newborn dependent child for care customarily furnished a child who is neither sick nor injured, up to the following amounts:
- Hospital expenses incurred during confinement following birth,  
and doctor expenses incurred during the first year following birth,  
up to a maximum of \$100.00.
- Such expenses are covered only if incurred during a month the child qualifies as an eligible dependent.
- H. BUSINESS EXPENSE: It is understood that the provision for a Health and Welfare, Dental, Vision Care, Drug and Sick Leave Plan(s) is being entered into and continued upon the condition that all payments shall be deductible as a business expense under the Internal Revenue Code as it presently exists or as may be amended subsequent to the date of this Agreement and under any similar state revenue or tax laws.
- I. LEGISLATION: In the event of legislation providing health and welfare or sick leave benefits which are also provided for under this Agreement, the Trustees are directed to immediately amend the Plan Document deleting duplicated benefits. If by reason of the elimination of duplicated benefits there is a savings to the Employer and the Fund, after the cost thereof is set off against the cost required of the Employer to finance said benefits, the Trustees shall meet no later than thirty (30) days from the effective date of the legislation to determine how said savings shall be used by the Fund. If the Trustees fail to reach an agreement they shall proceed, under the Trust Agreement, to decide such deadlock within seventy-five (75) days of the effective date of the legislation. Any cost reductions to the Employer and the Fund attributable to a cost required of the employee under the legislation will be passed on to the employee through other health and welfare changes.



#### SECTION XIV. PENSIONS

- A. EMPLOYER ACCEPTANCE: The Employer agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated April 1, 1957, providing for the Northern California Retail Clerks Unions and Food Employers Joint Pension Fund as the same may be applicable to the Pension Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.
- B. EMPLOYER CONTRIBUTIONS: The Employer shall contribute to the Trust Fund provided in A. above the following contributions:
1. Through April, 1980 - 87¢ per hour;
  2. Effective June, 1980, for May hours - 97¢ per hour;
  3. Effective April, 1981, for March hours - \$1.07 per hour;
  4. Effective April, 1982, for March hours - \$1.17 per hour.

Such contributions shall be made on all straight-time hours worked, including all hours compensated such as vacations and holidays, by all employees covered by the Collective Bargaining Agreement between the parties hereto. Such contributions shall be made on or before the 20th day of each month for hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) hours per week.

Effective January 1, 1980, for retirements on or after that date, change the benefit formula to \$26.20 for each of the first ten (10) years of Credited Service and \$34.90 for each of the next twenty (20) years of Credited Service, to a maximum monthly pension of \$960.00 after thirty (30) years of Credited Service. This change will not apply to Credited Service earned prior to a Separation in Service which occurred on or before December 31, 1979.

7.4¢ of the 10¢ per hour provided for in 1. above shall be allocated to fund the increased benefits provided for in the preceding paragraph. The remaining 2.6¢ per hour shall be invested and separately accounted for by the Trustees.

After pending ERISA legislation is finalized, the parties shall meet to establish direction for the Trustees

regarding the remaining 22.6%. The parties shall evaluate the amendments and decide on Trustee direction based on impact of the legislation on Employer liabilities, overall soundness of the program, and the best interests of the participants, Plan and the Employers.

In evaluating potential benefit changes, the parties are to consider all options including benefit formula or eligibility criteria.

In the event the parties fail to reach agreement by January 1, 1981, their differences shall be submitted to arbitration pursuant to Section XIX no later than January 31, 1981.

- C. **TERMINAL VACATION PAY:** Upon retirement, no Trust Fund contributions will be required of the Employer on terminal vacation pay made to an employee at retirement. The employee's retirement benefits will not be delayed and he will receive credit for hours even though contributions are not required.
- D. **PROMPT PAYMENT:** The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Pension Plan, and inasmuch as beneficiaries under the Plan are entitled to pension benefits for the period of time that they may have worked while covered by the Plan even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical to fix the actual expense and damage to the Fund and to the Pension Plan which would result from the failure of an individual Employer to pay such monthly contributions in full within the time above provided; therefore, the amount of damage to the Fund and Pension Plan resulting from any such failure shall be presumed to be the sum of Twenty Dollars (\$20) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars (\$100) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions become delinquent, and shall be in addition to said delinquent contribution or contributions.
- E. **OTHER PLANS:** The Employer retains the exclusive right to alter, amend cancel, or terminate any presently existing company-sponsored pension plan or employee retirement plan which existed prior to the establishment



of the newly negotiated Pension Fund, provided that the effective date of such alteration, amendment, cancellation, or termination shall not occur prior to the acceptance of this Plan.

- F. REGULATIONS: The Trust and the benefits to be provided from the Pension Trust Fund hereinabove referred to and all acts pursuant to this Agreement and pursuant to such Trust Agreement and Pension Plan shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state or federal laws and regulations.
- G. BUSINESS EXPENSE: It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the Employer hereunder shall be deductible as business expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequently to the date of this Agreement and under any similar applicable state revenue or tax laws.
- H. LIMITATION: The liability of the Employer shall be limited to the payment of the contribution required by the terms of this Agreement.
- I. The Trustees are directed to development improvements in the Plan on a sound actuarial basis within the framework of the Employer contributions stated above.
- J. In the event of legislation requiring the restructuring of any of the essential elements of the Pension Plan including, but not limited to, the benefit formula, amortization period, actuarial assumptions, vesting or administration of the benefits, the Trustees are instructed to immediately comply with such legislation in adjusting the elements on a sound actuarial basis with no change in the existing Employer contribution rate.
- K. The Trustees of the Pension Fund are directed to eliminate the cost-of-living provisions for employees retiring on and after January 1, 1977, provided that the new pension benefits go into effect on that date or at such later date said benefits are effective.
- L. During the term of this Agreement, there shall be established a joint committee to evaluate the equity of the present eligibility rules to determine health and welfare rights for retirees. This committee will immediately commence study and will be authorized to direct the implementation of any agreed upon changes.

M. It is agreed that sixty (60) days prior to \_\_\_\_\_  
the Local Unions may give written  
notice of their desire to enter into negotiations  
concerning modification in the Pension Plan. It is  
further agreed that, with the exception of the in-  
creases in contributions set forth above, no addition-  
al increases in contributions will result from such  
negotiations during this contract term and the no-  
strike, no-lockout clause will remain in full force  
and effect during these negotiations.



006863

JULY 25, 1980

*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 044-R0003

SEP 30 1980

OFFICE OF THE PRESIDENT  
RETAIL CLERKS INTERNATIONAL UNION  
LOCAL 588  
915 BROADWAY  
SACRAMENTO, CA. 95818

PREVIOUS AGREEMENT EXPIRED  
FEBRUARY 29, 1980

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

I-A INDEP GROCERS AGMT SACRAMENTO CNTY & 7 OTHS WITH RETAIL CLERKS CALIFORNIA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved approximately 1900
2. Number and location of establishments covered by agreement Approximately 100 stores in Sacramento, Yolo, El Dorado, Placer, Amador, Calaveras, Tuolumne & Stanislaus Counties, California.
3. Product, service, or type of business Retail Food Stores
4. If your agreement has been extended, indicate new expiration date ---

WYNN C. PLANK, President  
Your Name and Position

(916) 441-6650  
Area Code/Telephone Number

U.F.C.W., Local 588 - 915 Broadway, Suite A (PO Box 160788) Sacramento, Ca 95816  
Address City/State/ZIP Code

9/18/80